

WORTHINGTON TERMS AND CONDITIONS OF CREDIT

1. The Applicant warrants that the information comprised in this Application is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing this Application warrant that he/she is duly authorised by the Applicant to complete and execute this Application on behalf of the Applicant.
3. In the event of Worthington granting credit facilities to the Applicant then:
 - (a) All accounts are to be settled in full within thirty (30) days of the date noted on the Worthington statement and/or invoice or within the terms as individually agreed in writing. Credit facilities may only continue if payment is maintained in accordance with the trading terms of Worthington and these Terms.
 - (b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then:
 - i. all monies due to Worthington shall immediately become due and payable;
 - ii. Worthington shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment; and
 - iii. Worthington shall be entitled to immediately register any and all security necessary to protect its interests as agreed to in the Credit Application, including but not limited to caveats;
 - (c) Any expense and/or costs or disbursements incurred by Worthington in recovering any outstanding monies including debt collection agency fees, legal costs and costs of registering and withdrawing security interests shall be paid by the Applicant.
 - (d) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Worthington. In that event, all monies owing to Worthington will be immediately due and payable.
 - (e) Worthington may at any stage during the continuance of the credit arrangement require as a condition to the grant of further credit that the Applicant give such security or additional security as Worthington shall in its discretion think fit. Worthington shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

Trust

4. Where the Applicant is a Trustee, the assets of the Trust shall be available to meet payment of any monies due and owing to Worthington.

Change of Ownership/Particulars

5. The Applicant will notify Worthington no later than 14 days after any change of ownership, change in its address and contact details, any alteration or addition to shareholders or directors.
6. In the event of a change of ownership, where director's guarantees or charges have been granted, the outgoing director/s shall remain liable for all outstanding debts incurred until such time as Worthington is notified of the change of ownership.
7. This Application is binding on the director/s, and their successors, and legal personal representatives.

Privacy Act

6. The Applicant and, in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to Worthington obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit facility herein so as to assist Worthington in deciding whether to grant credit or continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorises and consents to Worthington obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph 'report' and 'information' include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.

WORTHINGTON SUPPLY OF GOODS TERMS AND CONDITIONS

The Buyer hereby engages Worthington Industries Pty Ltd to provide the Goods specified in the Worthington Tax Invoice ("the Tax Invoice") and to provide such Goods on the Terms.

Definitions

1. For the purposes of these Terms and Conditions, the following expressions have the meanings set out below:
 - Buyer** means the party to whom the Goods are sold, particulars of which are contained in the Tax Invoice.
 - Contract** means a contract between Worthington and the Buyer for the sale of the Goods, which arises pursuant to these Terms.
 - Goods** means the goods described in the Tax Invoice.
 - Price** means the price in respect of the Goods, specified in the Tax Invoice.
 - Purchase Acknowledgement** means a written communication from Worthington to the Buyer which confirms that Worthington accepts the Buyer's order.
 - Purchase Order** means an order for the Goods provided by the Buyer to Worthington.
 - Tax Invoice** means a tax invoice provided by Worthington to the Buyer describing the Goods to be sold under the Contract and the Price.
 - Terms** means these Terms and Conditions.
 - Warranty** means any manufacturer's warranty provided to the Buyer in relation to the Goods, which is valid for the period of 12 months after delivery to the Buyer.
 - Worthington** means Worthington Industries Pty Ltd ACN 120 985 560.

Contract

2. The Buyer may order Goods from Worthington from time to time by providing a Purchase Order to Worthington.
3. Following receipt of a Purchase Order Worthington will send a Purchase Acknowledgement to the Buyer, which may be in the form of a Tax Invoice, or other written form, and upon Worthington sending the Purchase Acknowledgement, or otherwise indicating to the Buyer an acceptance of the Purchase Order a Contract arises between the Buyer and Worthington for the supply of the Goods at the Price, and otherwise on these Terms, and if applicable, any Commercial Credit Application provided by Worthington.
4. These Terms apply to all trade and all Contracts between the Buyer and Worthington.
5. Worthington will not supply Goods to the Buyer on any terms or conditions other than these Terms.
6. The Buyer is deemed to have adopted and accepted these Terms upon providing a Purchase Order.

Price

7. The Price for the Goods is as specified in the Tax Invoice which will be payable in respect of any taxable supply made under these Terms pursuant to A New Tax System (Goods and Services Tax) Act 1999 and related legislation.
8. The Price is valid for a period of 30 days from the date of the Tax Invoice. Should the time taken to supply the Goods be delayed due to the Buyer, the Price will be increased by the increased cost of such Goods, as determined by Worthington.
9. The Buyer may not set off against the Price any amounts due from Worthington, without the express written consent from Worthington.

Delivery of the Goods

10. Unless otherwise agreed, the Goods shall be delivered to the Buyer's address as specified in the Tax Invoice. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Worthington is not responsible for any damage to the Goods during delivery.
11. Unless specified otherwise in the Tax Invoice, delivery and freight charges are not included in the Price, and are payable by the Buyer at the same time as the Price is due to be paid.
12. Worthington will use all reasonable endeavours to comply with the Buyer's particular delivery requirements. Where changes are made to the manufacturing processes or specifications of any Goods, however, the Buyer may not cancel the whole or part of an order or claim compensation due to Worthington's failure to comply with its delivery requirements or minor variations to the Goods. Worthington will not be liable for any loss suffered by the Buyer in the event that Worthington is unable to comply with the Buyer's delivery requirements.
13. If the Buyer does not accept delivery of the Goods within seven (7) days of Worthington's notification to the Buyer that the Goods are ready for delivery, then the Buyer acknowledges that Worthington will store the Goods (outside if necessary) and the Buyer agrees to pay the Invoice for the Goods within the terms of that Tax Invoice plus storage costs.
14. If for any reason beyond the control of Worthington, including without limitation, strike, trade dispute, fire, flood, accident, tempest, death, war declared or undeclared, blockade, governmental or quasi-governmental restraint, unavailability of Goods, loss or destruction of the Goods, delays in transport or an act of God, an order cannot be filled at the time required by the Buyer or at all, Worthington is not required to supply the Goods to the extent and for the period that it is so unable to supply the Goods, and Worthington is not liable to the Buyer in respect of any inability on its part to perform its obligations.

Acceptance of Goods – Retention of Title

15. Title to the Goods supplied shall not pass until the Buyer has made payment in full of the Price and any additional costs.
16. Worthington shall be entitled to repossess the Goods owned by it and shall also be entitled whether by itself or through its agents, without notice, to enter at any time the Buyer's premises to repossess such Goods.
17. Worthington and the Buyer further agree that until property in and title to the Goods pass to the Buyer:
 - a. the Buyer must hold the Goods as the bailee of Worthington;
 - b. if required by Worthington, the Goods must be kept separate and identifiable;
 - c. if the Buyer fails to make any payment in accordance with these Terms and Conditions, Worthington may give notice in writing to the Buyer to return the Goods and, if the Buyer fails to return the Goods, Worthington is hereby authorised to enter the Buyer's premises or the premises of any agent at which the relevant Goods are located, without liability for trespass or any resulting damage, and retake possession of the Goods, and either keep or resell the Goods.
 - d. the Buyer may sell the Goods to a third party in the ordinary course of the Buyer's business, provided that:
 - i. the Buyer must hold all proceeds from the sale or disposal of the Goods on trust for Worthington in a separate account from the Buyer's own money; and
 - ii. the Buyer must account to Worthington for the proceeds of the sale or disposal of the Goods until the Buyer's total indebtedness to Worthington is discharged;
 - e. in the event that the Buyer has sold the Goods to a third party and has defaulted in payment to Worthington for such Goods, the Buyer:
 - i. must hold all proceeds from the sale or disposal of the Goods on trust for Worthington in a separate account from the Buyer's own money
 - ii. agrees to provide full details of the third party to Worthington;
 - iii. consents to Worthington seeking payment directly from the third party, or Worthington entering into a separate contract with the third party for the sale of the Goods;
 - iv. forgoes any beneficial right to payment for the Goods from the third party, and will do all such things necessary to direct the third party to make payment for the Goods directly to Worthington; and
 - v. will remain liable for the entire payment of the Goods until such time as the full debt is paid to Worthington, including being liable for any shortfall in payment by the third party.
 - f. in the event that the Goods are converted into or intermingled with other products, property in and title to the end products vest in Worthington; and
 - g. the Buyer may not charge the Goods in any way nor grant or otherwise give any interest in the Goods.
18. If Worthington takes possession of any Goods in accordance with these Terms, the Buyer remains liable to pay the Tax Invoice.

Withholding of supply

19. Worthington reserves the right to withhold supply of Goods to the Buyer, and Worthington is not liable for any loss resulting directly or indirectly from such actions where:
 - a. Worthington has insufficient Goods to fill the order;
 - b. the Goods specified in the Invoice have been discontinued; or
 - c. the Buyer has unpaid invoices outstanding in excess of 30 days.

Return of Goods

20. Subject to the terms of any Warranty and the Buyer's rights (if any) under the Australian Consumer Law:
 - a. the Buyer must notify Worthington if any Goods delivered under a Contract are defective or are otherwise in breach of these Terms within three (3) days of delivery. If the buyer does not give the requisite notice to Worthington within this time frame, the Buyer is deemed to have waived its rights in respect of such Goods;
 - b. if the Goods are found to be defective or faulty while still under Warranty, and the Warranty is not void for any reason pursuant to these Terms, then the Buyer must notify Worthington of such defect or fault while such Warranty still applies. All Warranties are valid for 12 months from the date of delivery. If the Buyer does not give the requisite notice to Worthington within this time frame, the Buyer is deemed to have waived its rights in respect of such Goods;
 - c. our Goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 1. to cancel your service contract with us (where applicable); and
 2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the Goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the service and obtain

a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or service.

Personal Properties Securities Act 2009

21. The Buyer acknowledges that these Terms and Conditions together with any Tax Invoice:
 - a. constitute a security agreement for the purposes of the Personal Properties Securities Act 2009 (Cwth) (“PPSA”); and
 - b. create a Security Interest in all Goods described in the Tax Invoice and/or all current and after acquired accounts as original collateral of the Buyer.
22. The Buyer acknowledges and agrees that Worthington may effect a registration on the Personal Properties Securities Register (“PPSR”) in relation to any Security Interest arising under or in connection with any Contract.
23. The Buyer agrees that it must:
 - a. promptly sign any further documents and/or provide any further information which Worthington may reasonably require to:
 - i. register a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPSR;
 - ii. register any other document required to be registered by the PPSA; and
 - iii. correct a defect in a statement referred to in clause 23(a)(i) or 23(a)(ii);
 - b. indemnify, and upon demand reimburse, Worthington for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPSR or releasing any Goods charged thereby;
 - c. not register a Financing Change Statement in respect of any Security Interest without Worthington’s prior written consent; and
 - d. not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Goods in favour of a third party without Worthington’s prior written consent.
24. The Buyer hereby waives its right to receive any notice under the PPSA (including notice of a verification statement) unless such notice is required by the PPSA and cannot be excluded.
25. For the avoidance of doubt, the Security Interest extends to the Buyer’s present and after acquired accounts as original collateral. Section 55(4) of the PPSA applies in the event that any subsequent interest is registered in by any third party in respect of the Goods, or the Buyer’s accounts.
26. If chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this Agreement, the Buyer agrees that the following provisions of the PPSA will not apply to the enforcement of that Security Interest and the Buyer hereby waives any rights associated with the following provisions:
 - a. section 95 (notice of removal of accession), to the extent that it requires Worthington to give the Buyer a notice;
 - b. section 96 (when a person with an interest in the whole may retain an accession);
 - c. section 121(4) (enforcement of liquid assets - notice to grantor);
 - d. section 125 (obligation to dispose of or retain collateral);
 - e. section 130 (notice of disposal), to the extent that it requires Worthington to give the Buyer a notice;
 - f. section 132(3)(d)(contents of statement of account after disposal);
 - g. section 132(4)(statement of account if no disposal);
 - h. section 142 (redemption of collateral);
 - i. section 143 (reinstatement of security agreement).
 - j. section 157 (notification of verification statement).
27. Where a person is a controller in relation to the Goods, Part 4.3 of the PPSA does not apply to the enforcement of any Security Interest in the Goods by that controller.
28. Expressions used in these Terms and in the PPSA have the same meanings as when used in the PPSA.

Variations

29. If the Buyer chooses to vary the nature, scope, quantity or Price of the Goods (which have been provided in accordance with the drawing supplied by the Buyer) this direction must be given to Worthington in writing at such time as agreed between the parties.
30. Worthington may change these Terms at any time if it has given to the Buyer at least 30 days’ notice in writing of the proposed change.

Liability and Indemnity

31. Worthington accepts no responsibility and the Buyer hereby indemnifies Worthington with respect to all costs and expenses and interest incurred by reason of the Buyer’s breach of these Terms.

Risk

32. Risk in the Goods passes to the Buyer upon the Goods being dispatched for delivery. The Buyer accepts all risk involved in the use and/or possession of the Goods.
33. The Buyer must insure Goods against all loss or damage, and Worthington's interest must be noted on such insurance policy.

Indemnity

34. The Buyer hereby indemnifies Worthington and holds it forever harmless from and against any liability, loss, cost, expense or demand for or arising out of the Buyer's negligence or from a breach or non performance by the Buyer of these terms and conditions, as a consequence of any Claim against Worthington, arising directly or indirectly as a result of the Buyer's negligence or in connection with a breach or non performance of any of the Buyer's obligations under these Terms.

Limitation of Liability

35. To the full extent permitted by law, but subject always to these Terms, all conditions, and except where conditions and warranties as to the supply of goods are implied by any statute or rule of law, all implied conditions, guarantees and warranties (including guarantees or warranties as to merchantability and fitness for purpose) are expressed excluded.
36. Nothing in these Terms is intended to have the effect of excluding or limiting any consumer guarantees given by Worthington under the Australian Consumer Law.
37. To the full extent permitted by law, Worthington is not liable for any indirect or consequential loss suffered by the Buyer, howsoever caused, including but not limited to loss of turnover, profits, business opportunity or goodwill, or liability to any third party
38. Worthington does not make any assertions, commitments or provide any guarantees or warranties in relation to the Goods being fit for any purpose. It is the responsibility of the Buyer to satisfy itself that the Goods supplied are of the description, quality and character ordered and are suitable for the purpose for which they are supplied, including making the necessary enquiries and conducting the necessary tests to ensure that the Goods can be modified in any way required by the Buyer. Subject to any legislation to the contrary, Worthington shall not be liable for any loss or damage, direct or indirect howsoever arising from the sale or from the failure of the Buyer to so satisfy itself.
39. Worthington accepts no responsibility and is not liable for any loss incurred in connection with the storage of any Goods by Worthington.
40. To the fullest extent permissible by law and subject to clause 35 and the terms of any Warranty, Worthington's liability to the Buyer for any Claim is limited to the lesser amount of:
 - a. the cost of replacing the Goods; and
 - b. the cost of repairing the Goods,provided always that Worthington's liability will not exceed the amount paid or payable by the Buyer under the relevant Contract.

Exclusion of Warranty

41. Subject to clause 35, Worthington makes no representation or warranty in relation to any Goods not manufactured by Worthington, all of which (to the extent permitted by law) are sold to the Buyer "as is". The Buyer agrees to look solely to the Warranty (if any).
42. Any of the following events will void all Warranties:
 - a. if the Goods provided by Worthington are altered or effected in any way by the Buyer or any third party, including alterations which undermine the structural, aesthetic or general integrity of the Goods;
 - b. any modifications of the Goods which are not authorised in writing by Worthington;
 - c. any misuse of the Goods;
 - d. fair wear and tear;
 - e. maltreatment, inattention, or interference with the Goods;
 - f. inadequate or incorrect installation by the Buyer;
 - g. exposing the Goods to heat and moisture affected areas;
 - h. defects arising from overloading the caravan;
 - i. defects resulting from the modification, fitting or installation of any accessories or options such as air conditions, or other items after the caravan has left the premises of the Buyer;
 - j. any consequential damages or repair work necessitated due to the continued usage or towing after a defect has or should have become apparent to the Buyer or third party;
 - k. deterioration due to exposure or damage due to normal wear and tear, natural causes or resulting from subjecting the caravan to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
 - l. Defects resulting from the Buyer's failure to use, operate and maintain the caravan in accordance with Worthington's instructions, recommendations or specifications including applicable maintenance schedules;
 - m. defects resulting from any misuse of the caravan;

- n. water damage caused by creek crossings, flooding and other similar conditions;
- o. Damage or defects caused by excessive speed, hard impact or use of the caravan in unsuitable 4WD or off-road applications;
- p. application of any material, chemical or other on the Goods; or
- q. shrinkage, fading or damage to the Goods caused by after treatments such as cleaners and sealants.

Claims

- 43. Any claim by the Buyer as to insufficient performance or breach of the Terms (Claim) must be made to Worthington in writing within seven days of delivery. If the Buyer considers that it has any other claim against Worthington, it must:
 - a. give written notice to Worthington of the nature of the claim immediately upon becoming aware of the circumstances which give rise to the claim: and
 - b. allow Worthington, its servants and agents full and free access to the Goods in relation to which the claim is made to inspect and test the Goods in any manner which Worthington may reasonably require to determine whether the claim is justified or not.
- 44. The Buyer must bear the cost of transport to and from Worthington and all associated insurances.
- 45. To the full extent permitted by the law, Worthington will not accept any Warranty Claims if any of the events listed in clause 42 have occurred.
- 46. Any advice, recommendation, information or services provided by Worthington, its employees, contractors or agents regarding the Goods sold and their delivery timeframes and use are not construed as contractual conditions or warranties and no Claim can be made in this regard.

Termination

- 47. Subject to clause 48, either party may terminate a Contract by giving the other party notice in writing of such termination.
- 48. In the event that the Buyer terminates a Contract in accordance with clause 47 the Buyer must pay to Worthington the Price plus any additional costs without prejudice to its other rights and remedies under this Agreement.

Intellectual Property

- 49. The Buyer acknowledges that no rights to any intellectual property in the Goods (including, without limitation, patent, trademark, design, copyright or plant breeder's rights) are transferred to the Buyer.
- 50. The Buyer must notify Worthington immediately if the Buyer's use of the Goods results in an actual or alleged infringement of a third party's intellectual property rights.
- 51. The Buyer is solely responsible for any infringement of the intellectual property rights of any third party resulting from the Buyer's use of the Goods, and the Buyer must indemnify Worthington for any costs, expenses, damages or liability incurred by Worthington arising from any such infringement.

Jurisdiction

- 52. These Terms and any Contract is governed by the laws of the State of Victoria and the parties submit to the jurisdiction of the Courts and Tribunals of Victoria.

Entire Agreement

- 53. This Terms are to be read in conjunction with the Tax Invoice, and Terms and Conditions of Credit or Commercial Credit Application and these documents constitute the entire agreement between the parties. In the event of a conflict between these Terms and the Tax Invoice, these Terms will prevail.

Notices

- 54. Any notices delivered in accordance with a Contract are to be addressed to the registered office of each party or such other address as notified by the parties in writing from time to time.

Dispute Resolution

- 55. If a dispute arises out of or relating to these Terms and Conditions (a Dispute), either party may notify the other party of the nature and particulars of the Dispute, and the parties must, within 7 days of the delivery of such notice, commence discussions to attempt to resolve the Dispute in good faith, without the necessity of resorting to any formal proceedings.
- 56. If the Dispute is not resolved within the next 10 days, either party may refer the Dispute to mediation in accordance with, and subject to, the mediation rules of the Australian Commercial Disputes Centre (ACDC). The parties agree that they must bear the costs of mediation under this clause 56 equally.
- 57. If neither party refers the dispute to mediation within 24 days of delivery of the initial notice of the Dispute, either party may commence court proceedings in respect of the Dispute.